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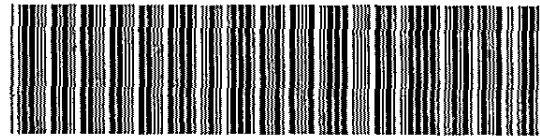
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TALLAHASSEE, FLORIDA  
2004 OCT 15 A 8:01

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954 692 5080

**RESIGNATION OF MEMBER, MANAGING MEMBER OR MANAGER**

I, DAWNA GAYLE BRAMMER-PAUL, hereby resign as MANAGING MEMBER  
(Title)  
of SOUTHWEST DALE, LLC  
(Limited Liability Company)

a limited liability company organized under the laws of the State of FLORIDA  
and affirm that the limited liability company has been notified in writing of the resignation.

*Dawna Gayle Brammer-Paul*  
(Signature of resigning ~~managing member~~)

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2004 OCT 15 A 8:07  
TALLAHASSEE, FLORIDA  
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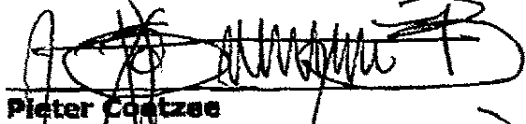
*Wm*  
*Boyle*

The undersigned parties have signed this Agreement as of the day and year first above written.

Signed this 07 day of <sup>October</sup> ~~September~~, 2004.



Members and Managers:

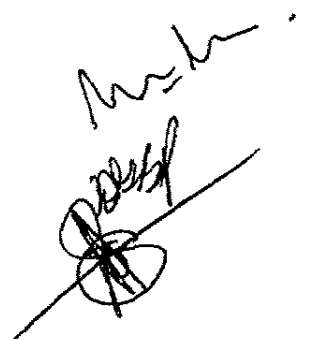
  
**Pieter Coetzee**  
**Peter Einheuser**

Also, in confirmation of resignation as Manager, termination of membership interest and agreement to all other terms and conditions contained in this Agreement:



**Dawna Gayle Brammer-Paul**

(a/k/a Gayle Brammer, D. Gayle Brammer-Paul, and Dawna G. Brammer-Paul)



representations, oral or written, express or implied, among them other than as set forth herein.

8. **Governing Law.** It is the intention of the parties that all questions with respect to the construction of this Agreement and the rights and liabilities of the parties hereto shall be determined in accordance with the laws of the State of Florida.
9. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective spouses, heirs, executors, administrators, personal and legal representatives, successors and assigns.
10. **Signatures.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Further, a facsimile signature is acceptable and shall for all purposes be treated as an original.
11. **Entire Agreement.** This Agreement (together with the Exhibits hereto, or agreements provided for herein, which constitute a part hereof, and the other documents delivered pursuant hereto) constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings of the parties with respect to the subject matter hereof.
12. **Expenses.** Except as otherwise expressly provided herein, each party shall bear its respective costs and expenses in connection with the execution and delivery of this Agreement and the consummation of the transaction contemplated hereby.
13. **Amendments and Waivers.** The provisions of this Agreement may be modified, supplemented, amended or waived only by a written instrument signed by the party(s) to be bound thereby. Any waiver of any provision of this Agreement shall not be construed as a waiver of any subsequent or different breach. Any and all remedies which any party may have hereunder shall be in addition to, and not in lieu of, any other remedies which such member or party may have, all such remedies being cumulative.
14. **Attorneys' Fees and Costs.** The location for any lawsuit in connection with this Agreement will be Broward County, Florida. In the event any party to this Agreement brings suit to enforce any provision, the prevailing party will be entitled to recover all costs and expenses of the litigation, including reasonable attorneys' fees, both on the trial and appellate levels and each party agrees to be bound by this provision.
15. **Captions.** The descriptive headings contained herein are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

correspondence files, and all similar items used in connection with the operation of the limited liability company business. Furthermore, the remaining members and managers are hereby authorized and directed to amend the Articles of Organization to reflect the deletion of Gayle in all capacities currently reflected thereon.

4. **Notice to Customers.** Each of the parties shall have the right to publish a notice announcing the sale by Gayle of her interest in the limited liability company to Southwest Dale, LLC, and to advise any creditors and vendors of this transaction.
5. **Resignation of Manager.** Gayle does hereby resign as Manager effective immediately and shall not hold herself out to the public as having any interest or control in Southwest Dale, LLC or any of its assets. Pieter Coetzee and Peter Einheuser, as Managers of Southwest Dale, LLC do hereby accept the resignation of Gayle. Said resignation shall be spread upon the records of Southwest Dale, LLC. Furthermore, Gayle does hereby agree and acknowledge that her name and signature shall be removed forthwith from any and all banking account(s) of the Company. Any financial institution presented with this fully executed Agreement may rely hereon to delete Gayle's name from any banking account.
6. **Notices.** All notices, demands, consents, approvals or other communications (collectively, a "Notice") provided for in this Agreement or required by law shall be delivered personally by overnight delivery service (e.g., Federal Express or DHL) or private courier service or sent by certified or registered mail, return receipt requested, first class postage prepaid, addressed to the party at the address for Notices set forth opposite or beneath such Member's signature at the foot of this Agreement unless Notice of a change of address is given to the other party pursuant to the provisions of this Section. Time periods shall commence on the date three (3) business days after the date of mailing of a Notice sent by mail, or on the date of receipt of a notice delivered by courier or on the date of receipt of a confirmed facsimile. Any Notice sent by mail which is required to be given within a stated period of time shall be considered timely if postmarked before midnight of the last day of such period.
7. **Integration.** This Agreement sets forth all (and is intended by all parties hereto to be an integration of all) of the promises, agreements, conditions, understandings, warranties and representations among the parties hereto and there are no promises, agreements, conditions, understanding, warranties, or

### **Sale of Limited Liability Company Interest to Company**

**Whereas**, Agreements titled Heads of Agreement and Interim Ownership Agreement dated April 24, 2004 and May 7, 2004, respectively, by and between Pieter Coetzee, Peter Einheuser and Gayle Brammer for the development, construction and sale of real property located at 307 S.W. 12<sup>th</sup> Avenue, Fort Lauderdale, Broward County, Florida 33312 (the "Project"); and

**Whereas**, the parties have reached mutual agreement that the development of the Project shall move forward without the participation, either financial or managerial, of Gayle Brammer; and

**Whereas**, the parties have formed a Florida limited liability company under the name of Southwest Dale, LLC; and

**Whereas**, the Articles of Organization for Southwest Dale, LLC reflected in Article IV the name Dawna Gayle Brammer-Paul (a/k/a Gayle Brammer, D. Gayle Brammer-Paul, and Dawna G. Brammer-Paul) (herein referred to as "Gayle") as a Managing Member thereof, said Articles having been filed by the Florida Secretary of State on or about May 5, 2004, and so appearing in the Public Record.

It is hereby agreed as follows:

- 1. Transfer of Interest.** Gayle hereby assigns and transfers to Southwest Dale, LLC all of her right, title and interest as a member in the Florida limited liability company of Southwest Dale, LLC, and in its assets, good will and limited liability company name, and all of her rights under the limited liability company agreement(s) for the sum of \$30,000.00, plus \$ 3,317.00, as full and complete consideration for the transfer of said interest, the receipt of which is hereby acknowledged.
- 2. Firm Liabilities.** Southwest Dale, LLC shall promptly pay when due all of the liabilities of the limited liability company and will indemnify and hold harmless Gayle from all such liabilities.
- 3. Additional Documents.** Gayle shall execute and deliver any additional documents that may reasonably be required to assure Southwest Dale, LLC of all the assets of the limited liability company, together with the exclusive right to its good will, trade name, customer lists, books of account, contracts,